

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 9 PAGES	
2. AMENDMENT/MODIFICATION NO. <b>0004</b>		3. EFFECTIVE DATE <b>14 May 97</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY  <b>HQ MTMC ATTN: MTAQ-AP 5611 COLUMBIA PIKE FALLS CHURCH, VA 22041-5050</b>		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				<b>X</b>		DAMT01-97-R-3001	
						9B. DATED (SEE ITEM 11) <b>14 Mar 1997</b>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE		FACILITY CODE				10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___1___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(✓)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Gloria L. Morales, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

The purpose of this amendment is to supersede the solicitation in its entirety except for the solicitation attachments 4 and 5 (Historical Tonnage Data). This is done for user's convenience and ease to avoid cutting, pasting and replacing individual pages. Changes are annotated by the vertical lines on the page margin. Tyndall A.F.B., Florida has been removed from the Pilot program. When filling out the Committed Daily Capacity form enter 0 for tonnage for Tyndall A.F.B., Florida. **The due date has changed to 06 Jun 1997, 2:00 p.m. local time.**

a. The formats of the SF 1449, Solicitation/Contract/Order for Commercial Items and the DD form 1423-1, Contract Data Requirements List (CDRL) contained in the solicitation have been changed to Word 6 for ease of use.

b. The following is a summary of changes to the Schedule, FAR clauses and Subcontracting Plan format.

c. Under Schedule B, Supplies/Services, the following are hereby revised.

1. Paragraph B.1.3 is revised to reduce the contract minimum to \$5,021,000.00 and include the contract maximum of \$75,000,000.00.

2. Paragraph B.2.2 is replaced as follows:

B.2.2. International ODCs can consist of unanticipated accessorials outside those separately priced. They can also include charges such as third party and air charges. Contractors shall obtain 3 written estimates when Air Charges are required. All services under this element must be approved by the Ordering Officer before incurrence and the costs will be reviewed for reasonableness before payment.

3. Paragraph B.2.3 is incorporated as follows:

B.2.3 Orders may be issued orally, by facsimile or by electronic commerce methods.

d. FAR 52.228-9, Cargo Insurance (APR 1984) (DEVIATION) is replaced by FAR 52.228-9, Cargo Insurance (JAN 1997) (DEVIATION).

e. Under FAR 52-212-4, Contract Terms and Conditions, the following revisions were made:

1. Paragraph (f), excusable delays, is revised to delete "...and delays of common carriers".

2. Paragraph (g), Invoicing, has been replaced.

3. Paragraph (j), Risk of loss, deleted in its entirety. As a result of this deletion, the remaining paragraphs are hereby renumbered.

4. Paragraph (o) is changed to paragraph (n) and is replaced as follows:

(n) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C 40118, Fly American.

5. The Alternate Dispute Resolution clause, paragraph a., is replaced as follows:

a. Loss and Damage Claims. If agreeable to both the contracting officer and the contractor, all issues relating to loss and damage may be submitted to the Defense Office of Hearings and Appeals (DOHA) for an advisory opinion prior to the contracting officer's final decision. DOHA will provide an advisory opinion within 60 calendar days guided generally by its governing procedures in offset appeals applicable to government bill of lading traffic.

f. FAR 52.212-1, Instructions to Offerors,

1. Paragraph (c) is revised to reflect the changes in hard copy submission.

2. Paragraphs (f)(2)(i) and (ii) are revised to reflect changes in Past Performance/Experience information to be submitted.

3. Paragraph (f)(2)(iv) has been renumbered due to the inclusion of the above changes.

4. Paragraph (f)(3) has been revised to clarify channel information submission.

g. FAR 52.212-2, Evaluation, paragraph (g), Subcontracting Plan is revised to delete "...leader/follower techniques".

h. The following channels have been identified for partial Small Business set-asides which represent approximately ten (10) percent of the total contract (based upon historical data):

FROM	TO REGION	CLIN #
South Carolina	6	XX06
	9	XX09
	10	XX10
	12	XX12
	13	XX13
	Germany	XX42
North Carolina	2	XX15
	5	XX18
	6	XX19
	8	XX21
	9	XX22
	10	XX23
	11	XX24
	12	XX25
	13	XX26
	Germany	XX48
Florida	1	XX27
	2	XX28
	3	XX29
	5	XX31
	6	XX32
	8	XX34
	9	XX35

10	XX36
11	XX37
12	XX38
Germany	XX55

i. Summary of changes to the Performance Work Statement (PWS). (attachment 1 to the solicitation)

1. Para 2.57. Clarified definition of tare weight.
2. Para 2.62. Added reference to Pilot TOPS (PTOPS).
3. Para 3.1. Changed TOPS to Pilot TOPS (PTOPS). Deleted option for contractor to utilize its own software or systems. Added new paragraphs 3.2, 3.3, and 3.4 for clarity.
4. Para 3.2. New paragraph. Revised minimum hardware requirements originally reflected in Para 3.1.
5. Para 3.3. New paragraph. Added recommended hardware requirements.
6. Para 3.4. New paragraph. Verbiage originally reflected in para 3.1. Changed “prior to contract implementation” to “after contract award, prior to start of contract performance.”
7. Para 5.1.3. Added sentence stating contractors may devise their own method for obtaining proof that movement counseling was performed in those instances when the customer does not return the card.
8. Para 5.1.5. Changed “provide” to “transmit.”
9. Para 5.1.6. Added “within one (1) workday” as the time frame for electronically notifying the origin ordering officer of changes. Added provision for contractor to electronically notify the origin ordering officer when the customer provides or changes a delivery address.
10. Para 5.2.2. Added “for the area in which the number is located.”
11. Para 5.3.2. Added new last sentence stating “all additional services apply only to the units and quantity of actual services performed.”
12. Para 5.3.3. Clarified appliance services included in the domestic transportation rate and international single factor rate.
13. Para 5.3.5. Added additional circumstances which would require payment for origin services when shipment is placed in origin SIT and onward movement to destination is not required.
14. Para 5.3.6. Added requirement for contractor to electronically submit shipment weights within 5 workdays and clarified when shipment weights are required immediately.
15. Para 5.3.6.1. Clarified definition of tare weight.
16. Para 5.3.6.6. Clarified definition of tare weight.
17. Para 5.6. Added verbiage stating contractor would be liable for payment of an inconvenience claim when the contractor fails “to deliver a shipment from SIT within five (5) workdays of the customer’s requested

delivery date.” Added verbiage clarifying when contractor would not be liable for payment of inconvenience claims.

18. Para 5.7. Revised verbiage based on new SIT procedures.

19. Para 5.7.1. Revised verbiage based on new SIT procedures.

20. Para 5.7.2. Changed “paragraph 5.4.6” to “paragraph 5.3.6.”

21. Para 5.7.3. Added new last sentence stating “all additional services apply only to the units and quantity of actual services performed.”

22. Para 5.7.4. Clarified appliance services included in the domestic transportation rate and international single factor rate.

23. Para 7.1.1.2. Deleted “The contractor can replace an article only with customer’s consent.”

24. Para 7.1.1.3. Deleted “The contractor can replace an article only with customer’s consent.”

25. Para 7.1.1.5. Added new paragraph clarifying provisions regarding option to replace or repair.

26. Para 7.3. Added first new sentence stating contractor has right to inspect essential items at time of tender and delivery.

27. Para 7.7. Changed “provide” to “electronically transmit” and added “based on settled claim payments.” Added three (3) data elements which changed numbering throughout subparagraphs.

28. Para 7.7.1. Added new data element “Contract Number.”

29. Para 7.7.2. Added new data element “Contractor’s Name and SCAC.”

30. Para 7.7.3. Added new data element “Origin PPSOC.”

31. Para 7.7.9. Revised to clarify amount paid is based on settled claim.

32. Para 7.7.11. Added “was” after “claim”.

33. Para 8. Changed “TOPS” to “PTOPS.”

34. Para 8.1. Deleted reference to “via an appropriate method of communication.” Added new subparagraphs 8.1.1, 8.1.2, and 8.1.3 for clarity.

35. Para 8.1.1. New subparagraph. Revised minimum hardware requirements originally reflected in Para 8.1.

36. Para 8.1.2. New subparagraph. Added recommended hardware requirements.

37. Para 8.1.3. New subparagraph. Verbiage originally reflected in para 8.1. Changed “to the successful offerors prior to contract award” to “after contract award, prior to start of contract performance.”

38. 8.2. Added “based on settled claim payments” which clarifies what claims report is based on.
39. Para 8.3. Changed “short notice shipments” to “shipments with less than five (5) workdays advance notice”.
40. Para 8.4. Added “electronically” and “IAW paragraph 5.1.5. of this PWS.”
41. Para 8.6. New paragraph. Added requirement for contractor to electronically submit shipment weights within five (5) workdays.
42. Para 8.7. New paragraph number, originally was paragraph 8.6. Added “electronically.”
43. Para 8.8. New paragraph based on revised SIT procedures.
44. Para 8.9. New title.
45. Para 8.9.1. New subparagraph based on revised SIT procedures.
46. Para 8.9.2. New paragraph based on revised SIT procedures.
47. Para 8.10. New paragraph. Added time frame requirement for electronically notifying the ordering officer of date changes and delivery address changes.
48. Para 10.3. Deleted resume requirement for key personnel. Add new last sentence regarding 15 working days advance notification period for substitution of key personnel.
49. Para 10.4.1.2. Clarified the intent of the operations manager and alternate with regards to communications with the origin PPSO.
50. Para 10.4.2. Clarified definition of “team leader” with regards to contractor issued identification requirement. Changed “Subcontractor” to “Contractor.”
51. Para 12.1.2. Changed “TOPS” to “PTOPS” and clarified the date(s) on which the CDC is based.
52. PWS Attachment 1, Florida Installations. Deleted Tyndall AFB, FL (CPFL) and areas of responsibility.
53. PWS Attachment 3. Added “(PCO)” after “Procuring Contracting Officer.” Added “PCO” to list of Government officials who will monitor contractor compliance with terms and conditions of the contract. Changed “Per Year” to “Per Claim Per Year” for the Loss/Damage Claims Average and Loss/Damage Claims Frequency performance standards. Changed “final” to “settled” under the “Government Actions” category for the Loss/Damage Claims Average and Loss/Damage Claims Frequency performance standards.
54. PWS Attachment 4, Para 2. Revised all paragraphs and subparagraphs based on new SIT procedures.
- j. The Subcontracting Plan has been replaced (attachment 5 to the solicitation).
- k. Changes to the contract minimum guarantee by channel (attachment 6 to the solicitation).

Florida to all Regions reflects deletion of Tyndall Air Force Base, FL

l. Changes to the pricing information (attachment 7 to the solicitation).

1. Para 1.1. Revised verbiage regarding the appropriate tariff and appendix.

2. Paras 2.3.2.7.1.8 through 2.3.2.7.1.11. Paragraph numbering changed due to deletion of provisions for split shipments being delivered to SIT on different days. Deletion due to change in SIT procedures.

3. Para 2.3.2.7.2.3. Added “subject to a 500 pound minimum.”

4. Para 2.3.2.7.3.2. Added “subject to a 500 pound minimum.”

5. Para 2.3.2.7.3.3. Added “subject to a 500 pound minimum.”

m. Offerors need to establish an account with a Value-Added Network (VANs) to submit their proposals electronically to MTMC. All offerors should ensure that the VAN of their choice has an interconnect agreement with AT&T EasyLink.

The offeror should ensure their proposal submission file created by the Proposal Entry system is transmitted electronically to the MTMC mailbox on the EasyLink VAN. The mailbox identification is **!HQMTMCP**.

n. The Contract Line Item Numbers (CLINs) contained in section B of the solicitation shall be completed by each offeror as listed in each respective CLIN. Offerors shall not deviate nor submit CLIN prices with contingencies in any CLIN. The offer shall reflect prices exactly as listed on the CLIN schedule without any changes in either price or origin/destination sites.

o. The "Commercial and Government Entity Code (CAGE)" is defined in DFARS subpart 204.7202-1. The Defense Logistics Services Center (DLSC) has sole responsibility for assigning and maintaining the CAGE Code. The CAGE Code is a five position code that identifies contractors doing business with the Federal Government, NATO member nations, and other foreign governments. The CAGE Code is used to support a variety of mechanized systems through the government and provides for a standardized method of identifying a given facility at a specific location. Contractors requiring a new CAGE Code must have the request coordinated through the Contracting Officer. A DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, will be made available on the MTMC Homepage in the near future. Offerors will complete Section B of the DD Form 2051.

If an offeror does not have a CAGE Code, write “NONE” to bypass this block on the Proposal Entry system. This procedure is also applicable to the Tax Identification Number (TIN) Block. Do not delay submission of your offer pending receipt of a CAGE Code.